

**BEFORE THE STATE BOARD OF MEDIATION  
STATE OF MISSOURI**

Board of Education Building  
1211 McGee Street  
Kansas City, Missouri  
10:00 A.M., Saturday, March 10, 1973

Daniel C. Rogers, Chairman, Truman Henry and  
Don Allard, Employer Members, and Charles R.  
Bibbs and Jack F. Moore, Employee Members

PUBLIC CASE NO. 72-071

THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI

and

SERVICE SCHOOL EMPLOYEES UNION, LOCAL NO. 12

**PETITION FOR DESIGNATION OF APPROPRIATE  
BARGAINING UNIT AND CERTIFICATION OF  
EXCLUSIVE BARGAINING REPRESENTATIVES**

**APPEARANCES**

**FOR THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI**

William C. Nulton  
Attorney at Law  
Five Crown Center  
2480 Pershing Road  
Kansas City, Missouri

**FOR SERVICE SCHOOL EMPLOYEES UNION, LOCAL NO. 12**

William A. Jolley  
Attorney at Law  
510 Argyle Building  
306 East 12th Street  
Kansas City, Missouri  
Lloyd Holman, Business Agent  
Service School Employees Union, Local No. 12  
William Greer, President  
Service School Employees Union, Local No. 12

**FOR KANSAS CITY SCHOOL FOOD SERVICE EMPLOYEES ASSOCIATION**

Mrs. Florence C. Stansbery, President, (Intervenor)  
910 East 84th Street  
Kansas City, Missouri

### **JURISDICTIONAL STATEMENT**

Pursuant to Section 105.525 RSMo, Service School Employees Union, Local No. 12, under date of November 30, 1972, filed with the State Board of Mediation its petition, styled as above, requesting said Board to

" . . . determine all issues of (a) appropriate bargaining unit and (b) majority status, and certify it as exclusive bargaining representative of the employees in the unit described above in paragraph 2(a)", which consists of

"All cafeteria employees ((600 more or less)) employed by the School District of Kansas City, Missouri, including cooks, porters, helpers, cashiers, managers and assistant managers."

The petition alleges that the School District of Kansas City, Missouri, has declined to recognize it, voluntarily, without prior official action of the State Board of Mediation, pursuant to Section 105.525 RSMo.

### **STATEMENT OF OPENING PROCEEDINGS**

In opening statements it was agreed that, inasmuch as the parties, and the Board, were willing to present the evidence to the Board without a reporter, the parties and the Board would endeavor to agree upon a stipulation for a transcript of the record in case of an appeal.

The Board allowed Mrs. Florence C. Stansbery, President of the Kansas City School Food Service Employees Association to appear as an intervenor, limited to a statement of the interest of said Association in the pending proceeding, namely, Public Case No. 71.

Upon hearing Mrs. Stansbery's statement, the Board decided that the interest of said Association in Public Case No. 71 was insufficient to authorize said Association to full participation as an intervenor in Public Case No. 71, and so announced its ruling. The Board, by way of courtesy to the School Food Service Employees Association,

however, announced that, since said Association had not filed an application of its own, or other pleading in Public Case No. 71, the Board would proceed to hear the petition of Service School Employees Union, Local No. 12, only, thus awaiting whatever future action the School Food Service Employees Association may wish to take, if any.

### **THE EVIDENCE**

(Appropriate Bargaining Unit)

Under date of January 29, 1973, Messrs. Nulton and Jolley stipulated in writing, as follows:

"We can stipulate for inclusion in an appropriate unit the following categories of employees: Cashiers, Cooks, Cafeteria Helpers, and Porters."

.....

"We can stipulate the exclusion from an appropriate unit the following employees: District Coordinator, Department Coordinator, Clerks, and High School Managers."

.....

"We are presently in dispute as to the inclusion or exclusion of the following categories: (1) Elementary School Cook-Managers and (2) Satellite Cafeteria Managers." There are four schools employing so-called Satellite Cafeteria Managers.

Under date of February 27, 1973, Mr. Jolley advised the Board that he and Mr. Nulton were in agreement that the matter of inclusion or exclusion of the employees in the two disputed job classifications, namely, (1) Elementary School Cook Managers and (2) Satellite Cafeteria Managers, should be resolved by the State Board of Mediation.

Accordingly, the Board and the parties, in due time, agreed upon 10:00 a.m., Saturday, March 10, 1973, for a hearing on whether the employees in the two aforesaid job classifications, namely (1) Elementary School Cook Managers and (2) Satellite Cafeteria Managers should be included in or excluded from the (a) appropriate bargaining unit.

There are approximately 74 Cook Managers, one at each of the 74 elementary schools in the Kansas City, Missouri, School District.

Witness Susie Bradford, for several years a Cook Manager at the Garrison Elementary School, evidencing commendable efficiency, testified at length for Local No. 12, describing in detail the duties and the work performed by the employees in the job classification of Cook Managers at each of the 74 elementary schools where cafeteria services are rendered on behalf of the approximately 20,000 to 25,000 elementary school children who are served cafeteria-style at the noon-day lunch period.

Miss Bradford described in detail not only the work performed by herself as a Cook Manager at the Garrison Elementary School but testified as to the details of the several hundred helpers of the Cook Managers. She explained how the helpers of the Cook Managers are trained for performance of the various work assignments at the 74 elementary schools, in order to feed the children at the noon-day lunch period. She explained that the helpers may be shifted from time to time to different food-service details, in order to maintain an efficient performance of feeding the children. She testified that she, as Cook Manager, worked side by side the helpers, in the nature of a lead lady to feed the children, performing the same kind of work as the helpers. There was very little testimony by Miss Bradford indicating that she exercised substantial supervisory duties. Supervisory duties, she testified, were performed by Mrs. Bertha Dixon, who exercised supervisory, professional and superintending control over all of the Cook Managers and their helpers in the 74 elementary schools and the four satellite schools in the District.

It was agreed by counsel that, if Mrs. Jennie Blyenberg, Cook Manager at the Clay Elementary School, should be called upon to testify that her testimony would be quite similar to the testimony of Miss Susan Bradford.

Since there was no dispute about the propriety of the several hundred helpers belonging in the appropriate bargaining unit, none of them was called upon to testify.

It was quite evident that Miss Bradford competently and correctly described the routine work of the several hundred helpers and the Cook Managers, including herself, at all of the elementary schools.

The only question at issue, as stipulated, aforesaid, by Messrs. Jolley and Nulton, is whether the 74 Cook Managers and the four satellite Cook Managers should be included within or excluded from the appropriate bargaining unit.

Cross examination of Miss Bradford by Mr. Nulton was calculated to prove that Miss Bradford performed work which would justify classifying her as a supervisor, as that term is historically defined in labor relations terminology.

The Board, recognizing that the term supervisor is not defined in Section 105.525, explained that its own definition of a supervisor, is the same as that generally accepted by the National Labor Relations Board and labor agencies, arbitrators, mediators and conciliators, as expressed in the definition in Section 2 (11), of the Labor Management Relations Act, 1947, as Amended by Public Law 86-857, 1959, as follows:

"The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

Witness Mrs. Bertha Dixon, District Coordinator of Food Service for the School District, testified in detail as to her duties, which clearly disclosed herself to be an educated professional in the Food Service Field. She described herself as having supervisory control over the whole operation of food planning and employee training and

directing in the matter of serving the 20,000 to 25,000 children at the 78 elementary school cafeterias.

But both Miss Susie Bradford and Mrs. Dixon testified that many of the top decisions relating to control of the cafeteria employees, severally and collectively, regardless of job classifications of the employees, are often referred to and are determined by the principal at the respective schools, or by the personnel director, and, that, accordingly, neither Miss Bradford as Cook Manager nor Mrs. Dixon in her capacity as District Supervisory Coordinator exercise exclusive or controlling authority within the definition of the term "supervisor", as defined above.

Witness Mrs. Blanche James, Cook-Helper of Leeds Elementary School, testified as to the responsibilities of the Cook-Helper, also known as Satellite Manager in the School Satellite Cafeterias. This testimony clearly showed that the Cook-Helper also known as Satellite Manager, in the School Satellite Cafeterias did not have responsibilities which would justify classifying her as a supervisor, as that term is historically defined in labor relations terminology.

As to whether Mrs. Bertha Dixon, in her capacity as District Coordinator of Food Service over the whole operation of the 78 elementary school cafeterias, should be excluded from the bargaining unit, the Board was of the opinion that she was, in fact, a professional supervisor, based upon the full scope of her authority and work performed. Moreover, it is here noted that in the stipulation aforesaid between Messrs. Jolley and Nulton, that the classification of Mrs. Bertha Dixon was excluded from the appropriate bargaining unit on the ground of her clear and firm supervisory authority.

Immediately, following the testimony of witnesses Miss Bradford, Mrs. Dixon and Mrs. James, as aforesaid, (and before discussion between counsel and the Board, on the matter of procedures to resolve the issue of (b) majority representation), inquiry was

made of the Board whether it was ready and willing to take a recess for the purpose of deciding the issue of (a) appropriate bargaining unit. The Board announced that it was willing to take a recess for the purpose of a Board conference on the matter of announcing its finding as to (a) appropriate bargaining unit.

After a brief executive conference, in recess, the Board members returned to the hearing room, whereupon one of its members read the decision of the Board on the two dispute job classifications for inclusion in or exclusion from the appropriate bargaining unit, as follows:

"The unanimous opinion of the Missouri State Board of Mediation is that the jobs of Elementary School Cook-Managers and Satellite Cafeteria Manager at the School Satellite Cafeterias also known as cook-helpers are determined to be a part of an appropriate bargaining unit in Public Case #71 pending before the Board."

#### **FINDINGS OF FACTS**

The State Board of Mediation finds that the cafeteria employees in the job classifications stipulated by the parties for inclusion in the appropriate unit, as shown on page 3, hereof, together with those employees in job classifications specified by the Board at the top of page 7, hereof, constitute a unit of employees in a public body which establishes a clear and identifiable community of interest among the employees concerned, as defined in Section 105.500(3) RSMo.

#### **CONCLUSIONS OF LAW**

The State Board of Mediation further finds, as a matter of law, that the employees described in the findings of facts, aforesaid, constitute an "appropriate unit, pursuant to Section 105.500(3) RSMo.

IN CONCLUSION, the Board, at the convenience of the parties, is available to resolve the issue of majority representation and exclusive bargaining representative in a procedural manner satisfactory to the parties and the Board.

(SEAL)

MISSOURI STATE BOARD OF MEDIATION

/s/ Daniel C. Rogers  
Daniel C. Rogers  
Chairman and Public Member

/s/ Truman Henry  
Truman Henry, Employer Member

/s/ Don Allard  
Don F. Allard, Employer Member

/s/ Charles R. Bibbs  
Charles R. Bibbs, Employee Member

/s/ Jack F. Moore  
Jack F. Moore, Employee, Member